

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Amend the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership Cooperative Agreement with Sound Transit and King Conservation District
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Juniper Nammi, Light Rail Project Manger
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The Sound Transit Lynnwood Link Extension (LLE) light rail guideway and associated structures are being built through Mixed Use Residential (MUR) and Residential-6 dwelling units per acre (R-6) zones along the east side of Interstate 5. The Shoreline Development Code requires landscape screening buffers between non-residential development or public facilities and adjacent residential uses and zones.

Due to constraints caused by 1) light rail safety standards prohibiting large trees within 35 feet of the guideway, 2) Washington State Department of Transportation (WSDOT) land ownership for segments of the project, and 3) limited private property acquisition for the project, Sound Transit is unable to meet the landscape screening buffer widths in several locations along the light rail guideway. Thus, Sound Transit requested and received conditional approval of a code modification to the landscape buffer standards through the Special Use Permit (SUP) File No. SPL18-0140 for the project.

To meet the SUP condition to provide alternate landscape plantings within the impacted neighborhoods in Shoreline (Ridgecrest, North City, and Ballinger), in 2019 Sound Transit and the City entered into a partnership agreement with King Conservation District (KCD) to develop and carry out a program to offer trees and understory vegetation to be planted on private property or in the adjacent City right-of-way within the neighborhoods where views are impacted by the LLE Project.

Due to delays caused by the COVID-19 restrictions and restructuring at KCD, the original agreement needs to be amended to reflect slight modifications in the scope of work, the term of the agreement, and agency contact information. Tonight, Council is being requested to authorize the City Manager to amend this agreement with Sound Transit and KCD.

**RESOURCE/FINANCIAL IMPACT:**

Sound Transit will directly fund this work up to a maximum of \$250,952. King Conservation District may elect to provide additional funds up to \$24,000 to further advance KCD's programmatic goals associated with this project. The potential KCD funds would not be from the collected tax funds that are specifically allocated to the City of Shoreline and would not impact the KCD funds available for other City projects. Most of the City staff time for managing this agreement is reimbursable by Sound Transit through the Amended Expedited Permitting, Construction Services, and Reimbursement Agreement (Contract #8629.03) as implementation of permit conditions for the LLE Project. Minimal parks maintenance staff time, that is not reimbursable by Sound Transit, will be needed to confirm any street tree planting details and to review and accept the final monitoring report from KCD after the LLE project is complete in 2024.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to amend the intergovernmental cooperative agreement between Sound Transit, City of Shoreline, and King Conservation District for the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership.

Approved By:            City Manager **DT**    City Attorney **MK**

## **BACKGROUND**

The Sound Transit Lynnwood Link Extension (LLE) light rail guideway and associated structures are being built through Mixed Use Residential (MUR) and Residential-6 dwelling units per acre (R-6) zones along the east side of Interstate 5 (I-5). The Shoreline Development Code requires landscape screening buffers between non-residential development or public facilities and adjacent residential uses and zones.

Due to constraints caused by 1) light rail safety standards prohibiting large trees within 35 feet of the guideway, 2) Washington State Department of Transportation (WSDOT) land ownership for segments of the project, and 3) limited private property acquisition for the project, Sound Transit is unable to meet the landscape screening buffer widths in several locations along the light rail guideway. Thus, Sound Transit requested and received conditional approval of a code modification to the landscape buffer standards through the Special Use Permit (SUP) File No. SPL18-0140 for the project.

To meet the SUP condition to provide alternate landscape plantings within the impacted neighborhoods in Shoreline (Ridgecrest, North City, and Ballinger), in 2019 Sound Transit and the City entered into a partnership agreement with King Conservation District (KCD) to develop and carry out a program to offer trees and understory vegetation to be planted on private property or in the adjacent City right-of-way within the neighborhoods where views are impacted by the LLE Project. The staff report detailing the SUP conditions and the Landscape Partnership Agreement can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport072919-7c.pdf>.

## **DISCUSSION**

### **Landscape Partnership Agreement**

With goals to improve native vegetation on private property in a service area that includes Shoreline, King Conservation District (KCD) was identified as the most suitable public agency to assist Sound Transit and the City in providing trees and vegetation to qualifying properties in the LLE project area. KCD's approach to delivering their services and carrying out their organizational mission to promote the sustainable use of natural resources through responsible stewardship and implementation of its programs, including urban forests and native landscaping, meets the SUP SPL18-0140 compliance requirements.

The Partnership Agreement obligates Sound Transit to provide \$250,952 in funding to KCD, which includes the development and implementation of a program to offer native landscaping to be planted by KCD on qualifying private properties, or alternatively in the adjacent public right-of-way as applicable to address space or sight constraints within the impact area (Ridgecrest, North City, and Ballinger). The City is tasked with ensuring compliance with the SUP condition through management and oversight of the work undertaken by KCD on behalf of Sound Transit. A scope of work stating the Partnership Project goals, timeline and deliverables was developed, and the agreement was executed by the three agencies on August 27, 2019.

### **Proposed Amendment to the Landscape Partnership Agreement**

The original agreement and scope for the Partnership Project assumed a start date in early 2020, observing the timeframes needed for project planning, public outreach, resident engagement, and tree planting. In March 2020, the Washington State Governor issued Proclamation 20-25, the Stay Home, Stay Healthy proclamation, that required people to stay home and limit activities to only those that were deemed essential. Subsequent State guidelines imposed further restrictions on non-essential construction-related activities, which affected KCD's ability to kick-off the project.

In May 2021, after a three-month process that sought to "improve the fiscal and structural health of the district and meet [its] obligations as a public organization," the KCD board approved a motion to move forward with a reorganization of district staff (the press release can be found here: <https://kingcd.org/2021/05/27/king-conservation-district-board-votes-to-reorganize-district-staff/>), which entailed eliminating positions that were assigned to the Landscape Partnership Agreement project. The transition associated with the re-staffing process also drove the project start date further into the year until it was officially launched in July 2021.

To reflect these changes, the scope needs to be modified to allow for a more flexible schedule that takes into consideration COVID-19-related limitations that could affect public outreach and resident engagement, appropriate planting seasons for specific types of trees and shrubs, and City requirements for planting in adjacent rights-of-way when applicable. The expiration date of the agreement is also proposed to be extended to the end of 2025 to accommodate KCD's three-year monitoring requirement after plantings are completed.

### **STAKEHOLDER OUTREACH**

Public comment was received through the required neighborhood meeting and public open house events held by Sound Transit as well as the public comment opportunities related to the SUP process including the public hearing held before the Hearing Examiner on April 24, 2019. Public comments did include concerns about the proposed landscaping for the light rail system corridor adjacent to single family residences and the City recommended the condition to provide an alternative landscaping option where landscape buffers could not be planted or required in part to address the concerns raised by the public.

### **COUNCIL GOAL(S) ADDRESSED**

Authorization to execute this intergovernmental cooperative agreement would support the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline, Action Step 2: Work collaboratively with Sound Transit to permit the Lynnwood Link Extension Project and coordinate on project construction and work proactively with Sound Transit to develop plans to minimize, manage, and mitigate anticipated impacts to Shoreline neighborhoods from construction and operation of the Lynnwood Link Extension Project.*

### **RESOURCE/FINANCIAL IMPACT**

Sound Transit will directly fund this work up to a maximum of \$250,952. King Conservation District may elect to provide additional funds up to \$24,000 to further advance KCD's programmatic goals associated with this project. The potential KCD funds would not be from the collected tax funds that are specifically allocated to the City of Shoreline and would not impact the KCD funds available for other City projects. Most of the City staff time for managing this agreement is reimbursable by Sound Transit through the Amended Expedited Permitting, Construction Services, and Reimbursement Agreement (Contract #8629.03) as implementation of permit conditions for the LLE Project. Minimal parks maintenance staff time, that is not reimbursable by Sound Transit, will be needed to confirm any street tree planting details and to review and accept the final monitoring report from KCD after the LLE project is complete in 2024.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to amend the intergovernmental cooperative agreement between Sound Transit, City of Shoreline, and King Conservation District for the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership.

### **ATTACHMENTS**

Attachment A – Revised Lynnwood Link Urban Tree Canopy Landscape Enhancement Partnership Agreement (September 2021)

# **LYNNWOOD LINK URBAN TREE CANOPY LANDSCAPE ENHANCEMENT PARTNERSHIP PROJECT SCOPE OF WORK**

June 2019

September 2021 – Timeline Update

## **OVERVIEW**

### **Project Background and Description**

The *Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership* (Partnership Project) is a collaboration between Sound Transit, the City of Shoreline, and King Conservation District involving establishment of trees and native plants on private property or in the City Rights-of-Way (ROW) in the vicinity of the Lynnwood Link Extension (LLE) light rail project in Shoreline, WA. This partnership was created to address urban tree canopy conservation priorities shared between all three organizations, and the Partnership Project serves as an alternative for Sound Transit to meet the City of Shoreline's landscape buffer standards. Additionally, the King Conservation District (KCD) is leveraging its Urban Forest Stewardship Program to promote tree planting and expand urban tree canopy across public and private properties and provide education and increase awareness of the benefits of a healthy urban forest. The project will focus on three City of Shoreline neighborhoods (Ballinger, North City, and Ridgecrest) where on-site planting of landscape screening buffers is limited due to lack of property ownership and guideway safety limitations. In such cases, trees and native shrubs and ground covers will be made available for off-site mitigation planting on residential properties or in adjacent City ROW.

The Partnership Project will deliver predominantly native plant landscaping / residential yard habitat enhancement services and in some cases street tree planting through direct marketing, neighborhood engagement events, and planning and installation services to private home owners in the impacted neighborhoods. Establishment of trees and native shrubs and ground covers for habitat enhancement in residential yards or adjacent City ROW will be facilitated through basic landscaping consultations in combination with voluntary agreements that lead to installation of agreed-upon species. City staff support will be provided to ensure planting in the ROW is consistent with applicable engineering standards and the species and locations are acceptable to the City. Maintenance and survival monitoring of landscaping investments will be performed through a combination of guidance documentation and direct support to assist homeowners with maintaining plantings and documenting survival.

Funding for this project is provided by Sound Transit with the possibility of additional funding supplied by King Conservation District (KCD) should project costs exceed Sound Transit's contribution and if KCD elects to contribute additional funds. Mitigation fulfillment coordination is provided by the City of Shoreline. Neighborhood engagement and native plant landscaping services are coordinated by King Conservation

District. This Partnership Project is intended to meet Condition of Approval A(1)(b)<sup>1</sup> in the Hearing Examiner's Decision issued May 31, 2019, for Sound Transit's LLE Special Use Permit (SPL 18-0140) with the City of Shoreline.

## Goals and Objectives

The goals of the Partnership Project are to provide landscape screening on private parcels or on adjacent City ROW in order to provide visual screening of the light rail project from adjacent single-family residential uses, to replace or add to existing urban tree canopy cover, and to contribute to visual continuity within the impacted portions of the Ballinger, North City, and Ridgecrest neighborhoods (approximately 250 residential parcels). King Conservation District will implement the Partnership Project to meet these goals in consideration of the City of Shoreline Municipal Code (SMC 20.50.490) requiring landscape screening<sup>2</sup> and the off-site mitigation requirements that are outlined in the LLE Special Use Permit Staff Report recommendations for landscape screening.<sup>3</sup>

King Conservation District's mission and service delivery model uniquely position the organization to partner on this Partnership Project and assist in meeting the shared goals of the project partners. KCD's statutory authority, mission and service-based business model enable, strategic engagement and support of property and home owners within the City of Shoreline on urban tree canopy enhancement. Enabling legislation within Chapter 89.08 RCW outlines the mission of KCD as "promot[ing] the sustainable use of natural resources through responsible stewardship." KCD implements its mission through natural resources conservation programing, using demonstration projects, educational events, technical assistance and in some cases funding for projects that benefit all homeowners within the boundary of KCD's service area. The City of Shoreline is located within the boundary of KCD.

## Funding

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<sup>1</sup> Special Use Permit (SPL18-0140) Condition A(1)(b) on page 47 of the Decision states:

Sound Transit shall, in consultation with the City and King Conservation District, finalize and execute an intergovernmental agreement (Partnership Agreement) with a scope of work and funding requirement in an amount not to exceed Two Hundred Fifty Thousand, Nine Hundred and Fifty-Two Dollars (\$250,952). The Partnership Agreement shall be substantially the same as the DRAFT – April 9, 2019, Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership attached as Exhibit 27 and executed by Sound Transit and the participating parties no later than August 31, 2019, unless the City agrees to extend this deadline;

<sup>2</sup> The City of Shoreline Municipal Code (SMC) Chapter 20.50 requires landscaping screening be installed between different types of land uses to achieve four main purposes (SMC 20.50.450):

1. To enhance the visual continuity within and between neighborhoods;
2. To establish at least an urban tree canopy through landscaping and street trees;
3. To screen areas of low visual interests and buffer potentially incompatible developments; and
4. To complement the site and building design with landscaping.

<sup>3</sup> Sound Transit requested, and received conditional approval of, a code modification though the LLE Special Use Permit (SPL18-0140) from SMC Chapter 20.50.490 requirements for a 5-foot or 20-foot Type I landscape screen between residential uses and non-residential/public facility uses where the vegetation clear zone, or limited land acquisition prevent planting of the full landscape screen required. Sound Transit, the City of Shoreline, and King Conservation District have developed this innovative strategy to fulfill the City's code and SUP requirements while avoiding adverse impacts to private homes and advancing King Conservation District's mission. The Partnership Project outlined in this Scope of Work document and the Partnership Agreement is proposed by Sound Transit as an alternate way to provide landscaping requirements instead of standard screening buffers were such buffer plantings are not viable.

Funding for the Partnership Project is made available by Sound Transit and KCD. Sound Transit funding is provided in the amount of \$250,952. KCD funding in the amount of \$24,000 might be made available by KCD. Sound Transit funding will be used in full to meet the Partnership Project costs. KCD funding will be utilized only if necessary to ensure the Partnership Project meets KCD's program goals should final Partnership Project costs exceed Sound Transit's funding contribution. In the event Partnership Project expenses are less than the Sound Transit's contribution, the unspent portion of Sound Transit funding will be returned to Sound Transit.

## Mid-Project Assessment

King Conservation District and the City of Shoreline will evaluate Partnership Project progress to determine whether planting targets are on track. The mid-project assessment will help determine if resident participation and planting targets are on track and will detail the use of the funds to date provided by Sound Transit and KCD (if applicable).

Should homeowner participation in the Partnership Project not reach 100 participating properties by February 28, 2022, at the latest, KCD and the City will evaluate project options and potentially execute a plan to redirect remaining Sound Transit funding to the City for planting installations and stewardship on City-owned parks and rights-of-way.

## Co-Branding

King Conservation District will develop communication, marketing and collateral materials to support delivery of services and implementation of the Partnership Project. Internet, print, and media communications will be co-branded with KCD, Sound Transit, and City of Shoreline logos and credit.

## Maintenance and Monitoring

King Conservation District will coordinate maintenance and monitoring of Project-based landscaping investments. The purpose of maintenance and monitoring is to promote plant survivorship and document plant retention for three years following installation. To ensure that homeowners have the support and guidance necessary to maintain Project-based landscaping investments, KCD will provide tree and shrub maintenance reference materials to support homeowner-directed maintenance activities. In cases where homeowner-directed maintenance is less than adequate, KCD will provide follow-up technical support by phone, through additional collateral materials, and follow-up site visits should funding be available. KCD will be responsible for obtaining rights of entry for field-based maintenance assistance consistent with its Urban Forest Stewardship Program protocols. The protocol for monitoring will be a combination of homeowner-provided and KCD technician-facilitated plant survivorship photo documentation. Homeowners will provide annual photo documentation of maintained plants for the first two growing seasons following installation. KCD will conduct photo documentation site visits in the third growing season following installation.

Homeowner participation in monitoring documentation will be optional. In cases where homeowners are unresponsive to requests for photo documentation, KCD will attempt to verify plant survival through alternate means; however, it is understood that it may not be possible for KCD to document the status of planting investments until KCD conducts third-year monitoring site visits. While the overarching goal of the Partnership Project is to maintain landscaping investments beyond the 3-year maintenance commitment, there will be no legal obligation on the part of the homeowner to maintain plantings after the third growing season. To support longer-term enhancement of City and neighborhood urban canopy, KCD will support Partnership Project participants on an ongoing basis through established KCD natural resource conservation programming as long as those services are available to the public.



## SCOPE OF WORK

The timelines and dates proposed in this section are updated as of September 2021 to reflect adjustments due to the COVID-19 pandemic. The dates and timelines are targets, and not hard deadlines, with the exception of the project end date. Adjustments to these targets may be mutually agreed to by KCD, Sound Transit, and City staff without further amendment to this agreement.

### Task 1 – Project Management & Administration (~\$23,964)

*Goal* – Manage the partnership project to ensure successful implementation and deliverables; oversee project budget and KCD personnel assigned to the project; represent KCD on the interagency team responsible for success of the project; manage project budget, prepare invoicing, provide periodic reports, and prepare and submit final report.

*Timeline* – For the full term of the Agreement

*Deliverables* – Participate in quarterly Partnership Project team check-in meetings year one, mid- and end of year check-in meetings years two and three, and annual check-in meetings during monitoring years following year three of the Partnership Project; provide a mid-project assessment by February 2022 with a focus on whether the Partnership Project is on track to meet the plant installation targets and if not to consider options, including potential redirection of remaining funds to the City; provide periodic progress reports; and submit final report to Sound Transit and the City.

### Task 2 – Outreach & Marketing (~\$21,625)

*Goal* – Plan education and community events, prepare and coordinate marketing strategy, prepare and coordinate engagement strategy, develop and produce collateral materials, and conduct direct and community-based marketing.

*Timeline* – Initiate Partnership launch and homeowner engagement in late July 2021, with successive engagement pushes through 2022 to achieve maximum homeowner participation over 3 planting seasons.

*Deliverables* – Conduct direct marketing to 250 homes, plan and conduct three (3) direct marketing mailings, and plan six (6) to nine (9) community engagement events.

### Task 3 – Education & Events (~\$17,962)

*Goal* – Implement neighborhood and community events to engage homeowners and recruit participation.

*Timeline* – Provide limited in-person engagement/events as feasible with ongoing COVID-19 safety protocols.

*Deliverables* – Conduct six (6) to nine (9) neighborhood engagement events, as feasible with COVID-19 safety protocols. (These events are the same events planned under Task 2.)

### Task 4 – Homeowner Consultations & Plantings (~\$146,868)

*Goal* – Engage homeowners, provide consultations on landscaping with trees and native shrubs and ground covers, install trees to meet targets, offer and install shrubs and ground covers to complement tree planting and to provide associated understory habitat, either on private property or in adjacent public ROW.

*Timeline* – Begin homeowner consultations and planting in Fall 2021 and conclude in Fall 2022 (3 planting seasons).

*Deliverables* – At least 100 homes engaged, and at least 100 landscaping consultations conducted. Maximum number of homes is 250 with an ideal target of 200 homes engaged, 400 trees installed, and

2,400 additional native plants installed. City staff will determine suitability of ROW areas for street tree requests, provide KCD with locations to plant based on utility locates, approve specific species proposed for planting in the ROW, and provide KCD staff with planting guidelines and recommended maintenance for City street trees. KCD will provide the City with data on GPS location, species, size, and planting date for future asset management.

### Task 5 – Monitoring & Reporting (~\$40,533)

*Goal* – Complete Mid-Project Assessment, document maintenance of installed plantings and prepare and submit Partnership Project final report.

*Timeline* – Begin monitoring in Summer 2022 and continue as follows:

- Fall 2021 plantings monitored Summer 2022 through Summer 2024
- Spring 2022 plantings monitored Summer 2022 through Summer 2024
- Fall 2022 plantings monitored Summer 2023 through Summer 2025

*Deliverables* – Mid-Project Assessment is a meeting and does not require a formal report, but any resulting direction should be documented in writing. Annual documentation for three (3) years, including two (2) homeowner-submitted photo documentation cycles and one (1) technician-conducted maintenance and photo documentation cycle; one (1) Partnership Project final report.

## BUDGET SUMMARY

The cost of the Partnership Project has been estimated and allocated by task. It is anticipated that adjustments to estimated task budgets may be necessary as this is a new project, and that task budget flexibility will benefit the Partnership Project in meeting the partnership goals and objectives.

<u>Scope of Work Item</u>	<u>Estimated Project Cost Allocation</u>
Task 1 – Project Management and Admin.	\$ 23,964
Task 2 – Outreach and Marketing	\$ 21,625
Task 3 – Education and Events	\$ 17,962
Task 4 – Consultations and Plantings	\$146,868
Task 5 – Monitoring and Reporting	\$ 40,533
KCD Optional Contribution	<u>\$ 24,000</u>
Maximum Total Project Cost	\$274,952

*Note: Sound Transit is committing \$250,952 toward the cost of the Partnership Project. If additional funds are needed to ensure a successful project and programmatic success for KCD, KCD may contribute up to \$24,000.*

## TIMELINE

The project will commence upon execution of an agreement and run through the third growing season following the last planting project. It is assumed all plantings will be installed by Fall 2022, which equates to completion of maintenance and monitoring for all plantings by November 2025 and delivery of a final report by December 15, 2025.



Receiving #9456.01

**FIRST AMENDMENT TO THE COOPERATION AGREEMENT FOR LYNNWOOD  
LINK URBAN TREE CANOPY AND LANDSCAPE ENHANCEMENT PARTNERSHIP  
(ORIGINAL RECEIVING NUMBER: 9456)**

Whereas an agreement was entered into by and between the City of Shoreline, Washington, the Central Puget Sound Regional Transit Authority, and the King Conservation District on August 12, 2019; and

Whereas the parties desire to amend said agreement in order to reflect a change of circumstances, to wit: modify scope of work, extend agreement term, and modify notice information.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:** The City, the Central Puget Sound Regional Transit Authority (Sound Transit), and the King Conservation District entered into an agreement on August 12, 2019 identified as: Cooperative Agreement between Sound Transit, City of Shoreline, and King Conservation District for Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership. The parties hereby amend that agreement.

2. **Amendment to Existing Agreement:** The agreement is amended in the following respect(s):

Section II.C. Project Management and Administration. Exhibit A is deleted and replaced in its entirety with Exhibit A-1, attached hereto.

Section III. Term. The term of this Agreement shall be extended to terminate at midnight on the 31<sup>st</sup> day of December, 2025.

Section XIII. Notices. For the King Conservation District, notices shall be addressed to the attention of the Executive Director.

3. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

*SIGNATURES AND EXECUTION DATE ON FOLLOWING PAGE*

EXECUTED, this the            day of            , 20    .

**CITY OF SHORELINE**

**CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY**

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Name:

Title:

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Name:

Title:

**KING CONSERVATION DISTRICT**

Name:

Title: